

# **EXHIBIT D**

# GMAC FINANCIAL SERVICES

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BRANCHES THROUGHOUT  
THE WORLD

EXECUTIVE OFFICES  
DETROIT

October 16, 2008

John Reggans  
Everett Chevrolet, Inc.  
7300 Evergreen Way  
Everett, WA 98203

**Re: Everett Chevrolet-Geo, Inc. ("Borrower") Revolving Line of Credit Agreement**

Dear Mr. Reggans:

Everett Chevrolet-Geo, Inc. is the Borrower under the Revolving Line of Credit Agreement dated October 16, 2000 ("Agreement"). Due to current market conditions:

- GMAC can no longer make this credit line available to the Borrower and hereby suspends its obligation to make Credit Line Advances to the Borrower as of the date of this letter; and
- GMAC needs to raise the rate of interest on any outstanding Credit Line Advances to 600 basis points above the previous month's average of the 30-day LIBOR rate.

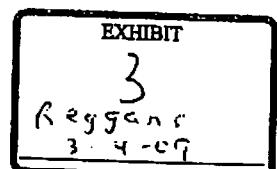
This rate increase requires an amendment of the Agreement that must be signed by the Borrower and GMAC. As such, GMAC proposes to amend Section 1(f) of the Agreement, which is captioned "Interest", to read as follows:

1. Strike the first paragraph in its entirety and replace it with the following:

"The Credit Line Advances will bear interest on the principal amount of and from the date of each advance to the date of repayment in full of the Credit Line Advances. Only one interest rate will apply to the Credit Line Advances at any given time. The rate of interest on the Credit Line Advances will be 600 basis points (one basis point equals one hundredth of one percent) above the previous month's average of the 30-Day LIBOR rate (as hereinafter defined). Such previous month's average of the 30-Day LIBOR rate as of October 1, 2008 is Two and Seventy Two One Hundreds percent (2.72%). Upon each subsequent increase or decrease in the previous month's average of the 30-Day LIBOR rate, the rate of interest will be increased or decreased by the same amount as the increase or decrease in the previous month's average of the 30-Day LIBOR rate, effective on the first day of the next monthly interest billing period. In no event will the applicable interest rate exceed the maximum permitted by law.

2. Strike the second paragraph in its entirety.

The foregoing amendments would be effective on December 1, 2008, and all other paragraphs of Section 1(f) and all other terms and conditions of the Agreement will remain unchanged and in full force and effect as written.



Please indicate the Borrower's agreement to this amendment, effective December 1, 2008, by signing below where indicated and return a signed copy of this letter to GMAC at the address indicated above by October 31, 2008.

If GMAC does not receive the Borrower's signed agreement by October 31, 2008, then:

- GMAC will deem the ERLC Agreement terminated effective November 30, 2008.
- The Borrower must pay the full amount of the Credit Line Advances plus accrued interest by November 30, 2008.

In the interim, the ERLC Agreement remains unchanged and in full force and effect as written.

If you have any questions about this matter, please contact me at telephone number 972-649-2086.

Capitalized terms used in this letter and not otherwise defined in it have the meanings ascribed to them in the Agreement.

Sincerely,



Michele Smith  
Operations Manager

Acknowledged and Agreed

Everett Chevrolet, Inc.

Signature: 

By (print name): JOHN B. REGGANS

Title: PRESIDENT

Date: 10/30/08